

City Hall
80 Broad Street
November 13, 2017
5:00 p.m.

CITY COUNCIL

A. Roll Call

B. Invocation – Councilmember Wilson

C. Pledge of Allegiance

D. Presentations and Recognitions

1. Recognition of the National Junior Tennis League Arthur Ashe Essay Contest –
Ducky Steward
2. Proclamation recognizing Charleston Love Week

E. Public Hearings

F. Act on Public Hearing Matters

G. Approval of City Council Minutes:

1. October 24, 2017

H. Citizens Participation Period

I. Petitions and Communications:

1. Church Creek Drainage Study Presentation
2. An ordinance to amend Ordinance No. 2017-060 that established a Temporary Moratorium on the acceptance or processing of applications for new construction on properties located in the 100 year floodplain within the Church Creek Drainage Basin for an additional period of six months.
3. City Council Residency Requirements (Councilmember Wagner)

J. Council Committee Reports:

1. **Committee on Public Safety: (Meeting was held on Thursday, November 2, 2017 at 4:30 p.m.)**
 - a. Discussion and possible action on scope of work for police audit
(Information Only)

- b. Discussion on proposed firefighter pay plan (Information Only)
- c. Update on Fire and Police Chief searches (Information Only)

2. Committee on Human Resources and Committee on Public Safety: (Joint meeting was held on Thursday, November 9, 2017 at 4:30 p.m.)

- a. Briefing on firefighter pay plan (Information Only)

3. Committee on Recreation: (Joint meeting with Sustainability Advisory Committee held on Monday, November 13, 2017 at 2:00 p.m.)

- a. Approval of Amendment IV to the 2001 Johnson Controls Energy Performance Contract for improvements to the energy and operational efficiency of City facilities. The scope of work includes improvements to 72 City facilities including but not limited to LED Interior Lighting Upgrades and Controls, Parking Garage Lighting Upgrades, R-22 Equipment Replacement, HVAC Building Controls Improvements, R-22 Chiller Replacements. Mechanical System Upgrades and Replacement, MLK New Pool Enclosure & Upgrades, Window Replacements at St. Julian Devine, and Distributed Energy Storage at Greenberg Municipal Complex. Approval of this contract gives the Mayor the authorization to enter into a Lease Purchase Agreement for approximately \$12.3 million that will be funded through \$17 million in cost avoidance over a 15 year term.

4. Committee on Traffic and Transportation: (Meeting was held on Monday, November 13, 2017 at 3:00 p.m.)

- a. Speed Hump Approval - S. Lenevar Drive – Lenevar Neighborhood (Information Only)
- b. An ordinance to amend the Code of the City of Charleston, South Carolina, Chapter 19, Section 270(3)(a) to provide property owners in a Residential Parking District with two parking decals per property.
- c. Update on Citywide Transportation Plan Charrette (Information Only)
- d. Update on Parking Meter Installation (Information Only)
- e. Update on Parking Study (Information Only)
- f. Park and Ride Update (Information Only)
- g. Rethink Folly Road (Information Only)

5. Committee on Public Works and Utilities: (Meeting was held on Monday, November 13, 2017 at 3:30 p.m.)

- a. Request to Set a Public Hearing

To close and abandon a portion of Sheppard Street, west of Meeting Street.

- b. Requests for Encroachments

(i) **490 Island Park Drive** – installed footing and first floor framing encroaching into drainage easement. **This encroachment is permanent.**

(ii) **73 Folly Road Blvd** – installed by City of Charleston Dirt Access Driveway partitioned off from the greenway by bollards. **This encroachment is temporary.**

6. Committee on Ways and Means:

(Bids and Purchases

(Budget Finance and Revenue Collections: Approval of a Memorandum of Understanding between the City of Charleston and CARTA in the amount of \$533,519 to compensate CARTA for the Downtown Area Shuttle (“DASH”). The 2018 amount will be budgeted at the amount shown. Increases in subsequent years will be budgeted in corresponding years.

(Budget Finance and Revenue Collections: Approval of the Blue Cross/Blue Shield 2018 Stop Loss Contract Amendment. The healthcare budget, which included the funding for the Stop Loss Contract for 2018, was passed on September 13, 2017.

(Budget Finance and Revenue Collections: Resolution to amend the Local Option Sales Tax reimbursement

(Police Department: Approval to submit the 2017 Paul Coverdell Forensic Science grant, in the amount of \$20,451 for Digital Examiner equipment supplies, and certification for the Forensic Services Division. No City match is required.

(Housing and Community Development: Mayor and City Council approval is requested to support a Planning Grant which, if awarded, provides technical assistance to create more livable neighborhoods through the promotion of healthy foods in local communities. Local Foods, Local Places is the organization that provides the technical assistance to communities across the country to improve healthy food options and community outcomes. An action plan will be created in concert with New Israel Reform Episcopal Church’s Romney Urban Garden. The grant does not require a City match and will be implemented in partnership with New Israel Reformed Episcopal Church, Historic Charleston Foundation, the City of Charleston’s Department of Housing and Community Development and the Economic Development Division of the Department of Planning, Preservation and Sustainability. The grant is supported by the US Department of Agriculture, Environmental Protection Agency (EPA), the Centers for Disease Control/Prevention, the US Department of Transportation and HUD. Grant was submitted electronically October 25, 2017.

(Police Department: Approval of a Mutual Aid Agreement with the Town of Mount Pleasant. The mutual aid agreement statute was amended in June, 2016. The new agreements are replacing the old agreements. This agreement also provides for concurrent jurisdiction on the Arthur Ravenel Jr. Bridge, replacing a prior Mutual Aid Agreement providing for concurrent jurisdiction that expires in March of 2018.

(Police Department: Approval of a Mutual Aid Agreement with the City of Walterboro. The mutual aid agreement statute was amended in June, 2016. The new agreements are replacing the old agreements.

- (Police Department: Approval of an amendment to renew an Agreement wherein Charleston Dorchester Mental Health Center has assigned a full time mental health professional to CPD to provide mental health services to children and families who have been affected by or witnessed domestic violence. The City pays \$20,000 annually, provides office space at 180 Lockwood Blvd. and a vehicle for the CDMHC counselor. This is the second renewal of a potential four renewals provided in the original agreement. This will be included in the 2018 budget.
- (Planning, Preservation and Sustainability: Approval of a Memorandum of Understanding between the City of Charleston and Microsoft whereby Microsoft will provide assistance and coordinate with the City to develop technology events intended to support technology education and job skills training for youths and to educate small businesses on current technology solutions to help them operate more efficiently and to help develop their future business. City and Microsoft will develop a schedule of initiatives and further define responsibilities of each party within 60 days of signing the MOU.
- (Parks-Capital Projects: Approval of Change Order #1 with Salmons Dredging Corporation in the amount of \$18,812.05 for the replacement of the gangway and additional pile coating for damage sustained at Demetre Park during Hurricane Irma. The project budget will increase by \$18,812.05. The total contract time remains unchanged. The approval of Change Order #1 will result in an \$18,812.05 increase to the Salmons Dredging Corporation Construction Contract from \$299,633 to \$318,445.05. The project budget will increase by \$18,812.05. The funding sources for this project are: Emergency Preparedness #3 (\$204,369), 2017 General Maintenance-Dock Maintenance (\$116,239) and Emergency Preparedness #2 (\$18,812.05). The City will be seeking reimbursement from FEMA/insurance for these expenses.
- (Parks-Capital Projects: Approval of Change Order #2 with Salmons Dredging Corporation in the amount of \$225,483.82 for repairs needed after damage sustained at Demetre Park during Hurricane Irma including to the fixed pier, embankment and riprap reinstatement, tree protection and reinstallation of bollards. The project budget will increase by \$225,483.82. The total contract time will increase by sixty (60) days. The approval of Change Order #2 will result in a \$225,483.82 increase to the Salmons Dredging Corporation Construction Contract from \$318,445.05 to \$543,928.87. The project budget will increase by \$225,483.82. The funding sources for this project are: Emergency Preparedness #3 (\$204,369), 2017 General Maintenance-Dock Maintenance (\$116,239) and Emergency Preparedness #2 (\$244,295.87). The City will be seeking reimbursement from FEMA/insurance for these expenses.
- (Parks-Capital Projects: Approval of an emergency purchase order with Salmons Dredging Corporation in the amount of \$48,000 for the repair and reattachment of the water taxi gangway at Waterfront Park as a result of damage sustained during Hurricane Irma. The City will be seeking reimbursement for these expenses from FEMA as a part of the emergency declaration.
- (Parks-Capital Projects: Approval of a Professional Services Contract with Rush Dixon Architects in the amount of \$515,000 for design of the new recreation center in Governors Park on Daniel Island. The Professional Services Contract will obligate \$515,000 of the estimated \$8,100,000 project budget. The funding sources for this

- project are land sales and an anticipated future bond issue.
- (Public Service: Approval for B&C Land Development to install a cured-in-place liner in an existing 18" storm drain in Trapman Street in the amount of \$76,125. Three bids were received for this project.
- (Approval of Amendment IV to the 2001 Johnson Controls Energy Performance Contract for improvements to the energy and operational efficiency of City facilities. The scope of work includes improvements to 72 City facilities including but not limited to LED Interior Lighting Upgrades and Controls, Parking Garage Lighting Upgrades, R-22 Equipment Replacement, HVAC Building Controls Improvements, Chiller Replacements. Mechanical System Upgrades and Replacement, MLK New Pool Enclosure & Upgrades, Window Replacements at St. Julian Devine, and Distributed Energy Storage at Greenberg Municipal Complex. Approval of this contract gives the Mayor the authorization to enter into a Lease Purchase Agreement for approximately \$12.3 million that will be funded through \$17 million in cost avoidance over a 15 year term.
- (Budget Finance and Revenue Collections: An ordinance to authorize the execution and delivery of an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp, Inc. in order to provide for the acquisition, construction and installation of certain energy conservation equipment under a guaranteed Savings Energy Performance Contract with Johnson Controls, Inc.; to provide the terms and conditions of such an Equipment Lease/Purchase Agreement; to provide for the granting of a security interest to secure all obligations of Lessee under the Equipment Lease/Purchase Agreement; to authorize the execution and delivery of all documents necessary or appropriate to the consummation of such Equipment Lease/Purchase Agreement; and to provide for other matters related thereto.
- (Approval to authorize the Mayor to execute the necessary documents for the purchase of 1555 Juniper Street property located in the Ardmore-Sherwood community, for \$168,000 subject to the conditions outlined in the attached Agreement of Purchase and Sale (TMS: 350-03-00-185 and 350-03-00-186)
- (Approval to authorize the Mayor to approve the Development Agreement for 13 Boyer Court, thus facilitating the closing on the property as per the Transfer Agreement dated August 26, 2016. The Development Agreement must be approved before a closing date can be scheduled. Redevelopment of the property may begin immediately after closing. (TMS: 463-12-02-070)
- (Update on Lowline:
- (i) East Line Partners Easement
 - (ii) Cell Tower/Billboard relocation
- (Update on 99 West Edge Garage Closing
- (A Resolution certifying property located at 28 Aiken Street (a portion of TMS 459-05-04-032) as an abandoned building site under Section 12-67-160 of the South Carolina Code
- (Approval to authorize the Mayor to execute an Amendment to the Management Agreement between the City of Charleston and Old Exchange Building Commission, extending the term of the Management Agreement from November 23, 2017 to

November 23, 2018.

(Consider the following annexations:

- Property on Bees Ferry Road (a portion of TMS# 286-00-00-040) 17.13 acres, West Ashley (District 5). The property is owned by Julia E. Bradham, Margaret Bradham Thornton, and John M. Bradham.
- Property on Folly Road and Grimball Road Extension (TMS#427-00-00-020, 039, 106, 110, 111) 10 acres, James Island (District 6). The property is owned by The Estate of Willie Moultrie et al.
- 1849 Westfield Road (TMS#350-10-00-124) 0.49 acre, West Ashley (District 5). The property is owned by Ann and Seth Bomgren.

Give first reading to the following bills and resolutions coming from Ways and Means:

Resolution to amend the Local Option Sales Tax reimbursement

An ordinance to authorize the execution and delivery of an Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp, Inc. in order to provide for the acquisition, construction and installation of certain energy conservation equipment under a guaranteed Savings Energy Performance Contract with Johnson Controls, Inc.; to provide the terms and conditions of such an Equipment Lease/Purchase Agreement; to provide for the granting of a security interest to secure all obligations of Lessee under the Equipment Lease/Purchase Agreement; to authorize the execution and delivery of all documents necessary or appropriate to the consummation of such Equipment Lease/Purchase Agreement; and to provide for other matters related thereto.

A Resolution certifying property located at 28 Aiken Street (a portion of TMS 459-05-04-032) as an abandoned building site under Section 12-67-160 of the South Carolina Code

An ordinance to provide for the annexation of property known as property on Bees Ferry Road (approximately 17.13 acres) (a portion of TMS# 286-00-00-040), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Julia E Bradham, Margaret Bradham Thornton and John M. Bradham.

An ordinance to provide for the annexation of property known as property on Folly Road and Grimball Road Extension (approximately 10.0 acres) (TMS# 427-00-00-020, 039, 106, 110, 111), James Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 6. The property is owned by the Estate of Willie Moultrie et al.

An ordinance to provide for the annexation of property known as 1849 Westfield Road (0.49 acre) (TMS# 350-10-00-124), West Ashley, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Ann and Seth Bomgren.

K. Bills up for Second Reading:

1. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 445 Meeting Street (Peninsula) (approximately 2.2 acres) (TMS #459-09-01-045) (Council District 4), be rezoned from General Business (GB) classification to Mixed-Use/Workforce Housing (MU-2/WH) classification. The property is owned by 445 Meeting Street Partners LLC.*
2. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 2178 Coker Avenue (James Island) (0.48 acre) (TMS #343-01-00-046) (Council District 11), annexed into the City of Charleston September 26, 2017 (#2017-116), be zoned Single-Family Residential (SR-1) classification. The property is owned by Nicholas Witte & Katherine Riddile.*
3. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone map, which is a part thereof, so that 1944 Woodland Road (West Ashley) (0.24 acre) (TMS #355-10-00-064) (Council District 2), annexed into the City of Charleston September 26, 2017 (#2017-117), be zoned Single-Family Residential (SR-1) classification. The property is owned by Heather Hays & David Kauffman.*
4. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 781 Saint Andrews Boulevard (West Ashley) (0.36 acre) (TMS #418-10-00-080) (Council District 9), annexed into the City of Charleston September 26, 2017 (#2017-118), be zoned General Office (GO) classification. The property is owned by Kevin Shealy.*
5. *An ordinance to amend ordinance 1996-008 (Dill Tract PUD Master Plan & Development Guidelines) by amending the permitted uses for the Dill Tract Low Density Residential District to allow not-for-profit office as a permitted use. (AS AMENDED)*
6. *An ordinance to adopt and amend the Business License Ordinance for the City of Charleston, South Carolina for the fiscal year commencing January 1, 2018.*
7. *An ordinance amending Ordinance No. 2007-232 in order to supplement the plan for the redevelopment of such area by including as a redevelopment project in such ordinance affordable housing as defined at Section 31-6-30(6), South Carolina Code of Laws, 1976, as amended. (DEFERRED)*
8. *An ordinance to provide for the annexation of property known as Oakville Plantation Road (approximately 18.61 acres) (TMS# 317-00-00-007), Johns Island, Charleston County, to the City of Charleston, shown within the area annexed upon a map attached hereto and make it part of District 5. The property is owned by Keith W. Lackey et al. (DEFERRED)*

9. *An ordinance to amend Section 54- 943(c) of the Code of the City of Charleston (Zoning Ordinance) to modify the vote required of City Council in the event a matter is disapproved by the Planning Commission or when a petition in opposition to a matter signed by owners of twenty percent of the area of lots subject to the matter, or of those immediately adjacent on the sides and rear or directly opposite thereto is presented to Council to a simple majority of a quorum of the City Council (AS AMENDED). (DEFERRED FOR PUBLIC HEARING)*
10. *An ordinance to amend Section 54-420 of Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) to add provisions allowing the repair, replacement or relocation of non-conforming off premises signs along interstate system roads under certain conditions. (DEFERRED)*
11. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by amending off-street parking requirements for eating and drinking places and adding off-street parking requirements for catering uses in Table 3.3 of Section 54-317 and amending restrictions for offsite parking in Section 54-319. (DEFERRED FOR PUBLIC HEARING)*
12. *An ordinance to amend Chapter 54 of the Code of the City of Charleston (Zoning Ordinance) by revising Section 54-220 (B) (1) (E) (15) pertaining to limits on the number of rooms in facilities. (DEFERRED FOR PUBLIC HEARING)*
13. *An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that 221 Spring Street, 194 Cannon Street and adjacent zoned right-of-way (Peninsula) (approximately 2.379 acres) (TMS #460-10-04-011, 460-10-04-013) (Council District 6), be rezoned so as to be included in the Accommodations Overlay (A) classification designated as "A-7": 175 room maximum. (DEFERRED FOR PUBLIC HEARING)*
14. *An ordinance to amend Ordinance No. 2017-083, establishing a Temporary Moratorium on the acceptance or processing of applications pertaining to properties on James Island located in non-residentially zoned districts that exceed 4 units or 25,000 square feet, so as to extend the expiration date of the Temporary Moratorium until December 31, 2017. (DEFERRED FOR PUBLIC HEARING)*

L. Bills up for First Reading

1. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Bees Ferry Road (West Ashley) (approximately 17.13 acres) (a portion of TMS #286-00-00-040) (Council District 5), be zoned Limited Business (LB) classification. The property is owned by Julia E. Bradham et al.
2. An ordinance authorizing the Mayor to execute on behalf of the City a Lease between the City, as Landlord, and Emanuel African American M.E. Church of Charleston, as tenant, pertaining to property owned by the City located at 113

Calhoun Street (*DEFERRED*)

3. An ordinance authorizing the Mayor to execute on behalf of the City Quit-Claim Deeds, approved as to form by the Office of Corporation Counsel, to the owners of those properties abutting each side of Hayne Street, running from Church Street to Anson Street, conveying to such owners one-half of the width of Hayne Street as said street abuts the respective owner's property, subject to any and all easements or other matters of record. (*DEFERRED*)
4. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Oakville Plantation Road (Johns Island) (approximately 89.0 acres) (portions of TMS# 317-00-00-089 and 317-00-00-011) (Council District 5), be rezoned from Light Industrial (LI) classification to Rural Residential (RR-1) classification. The property is owned by Keith W. Lackey et al. (*DEFERRED*)
5. An ordinance to amend the Zoning Ordinance of the City of Charleston by changing the Zone Map, which is a part thereof, so that property located on Oakville Plantation Road (Johns Island) (approximately 18.61 acres) (TMS #317-00-00-007) (Council District 5), be zoned Rural Residential and Conservation (RR-1 and C) classifications. The property is owned by Keith W. Lackey et al. (*DEFERRED*)

M. Miscellaneous Business:

1. The next regular meeting of City Council will be November 28, 2017 at 5:00 p.m. at Providence Baptist Church, 294 Seven Farms Drive.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.



D2.)

City of Charleston

JOHN J. TECKLENBURG

MAYOR

PROCLAMATION

WHEREAS, Awaken Church seeks to join hands with community centers, nonprofits, congregations, churches, and individuals throughout our city while expanding their reach to meet the needs that exist right in our backyard by celebrating a week of service; and

WHEREAS, the goal of **CHARLESTON LOVE WEEK** is to strengthen the community while creating a greater impact throughout our city; and

WHEREAS, by working together, **CHARLESTON LOVE WEEK** will strive to partner with more than 30 organizations and 3,000 community volunteers to provide upwards of 10,000 hours over the span of 1 week; and

WHEREAS, **CHARLESTON LOVE WEEK** builds on our community's existing spirit of caring, unity, compassion, selflessness, and service; and

WHEREAS, no matter your religion, denomination, or faith background, **CHARLESTON LOVE WEEK** volunteers will have the opportunity to serve alongside each other as we all give back together; and

WHEREAS, I encourage all citizens of the City of Charleston to participate in **CHARLESTON LOVE WEEK** by spreading the news and giving their time and resources to share hope and demonstrate love to everyone you encounter.

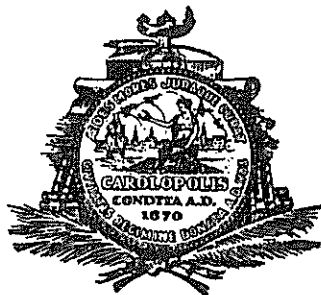
NOW, THEREFORE, I, John Tecklenburg, Mayor of the City of Charleston, do hereby proclaim December 3–9 2017 as:

CHARLESTON LOVE WEEK

IN WITNESS WHEREOF, I do hereby set my hand and cause the seal of Charleston to be affixed, this 13th day of November in the year of 2017.



John J. Tecklenburg, Mayor



Ratification
Number _____

AN ORDINANCE

TO AMEND ORDINANCE NO. 2017-060 THAT ESTABLISHED A TEMPORARY MORATORIUM ON THE ACCEPTANCE OR PROCESSING OF APPLICATIONS FOR NEW CONSTRUCTION ON PROPERTIES LOCATED IN THE 100 YEAR FLOODPLAIN WITHIN THE CHURCH CREEK DRAINAGE BASIN FOR AN ADDITIONAL PERIOD OF SIX MONTHS.

BE IT ORDAINED BY THE MAYOR AND COUNILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. Findings: Ordinance No. 2017-060, ratified by City Council on May 30, 2017, established a temporary moratorium on the acceptance or processing of applications for new construction on properties located in the 100 year floodplain within the Church Creek Drainage Basin, except as noted in the Ordinance. The Ordinance provides that the temporary moratorium expires on a date that is nine (9) months from February 28, 2017. While the temporary moratorium has been in place, the City retained a consultant and commissioned a study of the drainage patterns and infrastructure in the Basin. The consultant is in the final stages of the study and has briefed Council on its findings to date. Part of the consultant's recommendations consists of the adoption of new policies regarding drainage in the Basin and the revision of some existing drainage and stormwater regulations and the implementation of new drainage and stormwater regulations. To allow adequate and appropriate time for the consultant's recommendations to be studied, drafted and implemented, City Council deems it necessary and in the interests of the public that the temporary moratorium be extended for an additional six months from the date of expiration of the current temporary moratorium, to wit: until May 31, 2018.

Section 2. Section 1, Part 6, Subpart 54-970 (E) of Ordinance No. 2017-060 is hereby amended to read as follows:

"E. Duration. The provisions of this Part 6 of Article 9 of the Zoning Ordinance shall expire on May 31, 2018."

Section 3. In all other respects, the provisions of Ordinance No. 2017-060 are reaffirmed and remain in full force and effect.

Section 5. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of
_____ in the Year of Our Lord, 201_,
and in the ____nd Year of the Independence of
the United States of America

John J. Tecklenburg, Mayor

ATTEST:

Vanessa Turnery Maybank,
Clerk of Council



Ratification
Number _____

AN ORDINANCE

TO AMEND THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 19, SECTION 270(3)(a) TO PROVIDE PROPERTY OWNERS IN A RESIDENTIAL PARKING DISTRICT WITH TWO PARKING DECALS PER PROPERTY.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS IN CITY COUNCIL ASSEMBLED:

Section 1. Chapter 19, Section 19-270(3)(a) of the Code of the City of Charleston is hereby amended by deleting the following stricken phrases and adding thereto the following underlined phrases, which shall read as follows:

"Sec. 19-270. Issuance of resident and tenant decals.

(a) When an area has been designated as a residential permit parking district, the Director of Traffic and Transportation or his designee shall authorize the issuance of the appropriate residential parking decals for that district.

- (1) No more than two (2) residential parking decals shall be issued to each residential unit, and no more than six (6) residential parking permits shall be issued per Charleston County TMS Number.
- (2) No vehicle, resident, ~~or tenant, or property owner~~ shall receive a decal for more than one (1) residential permit parking district at the same time.
- (3) Before a decal shall be issued to a resident ~~or a tenant, or property owner~~, the ~~resident or tenant, or property owner~~ shall provide proof of the applicant's residency in the parking district.

(a) Proof of residency shall consist of the following documents all of which shall reflect an address within the district:

- (i) A property tax receipt, deed, or mortgage documents ~~for~~ the property; or,
- (ii) a valid South Carolina identification,
- (iii) proof of payment of Charleston County vehicle registration fee, and,
- (iv) a valid lease of at least six months duration

(b) All decal applicants may be required to submit the most recent Charleston County Tax bill depicting the tax rate for the residential unit for which the applicant is seeking the parking decal.

Section 2. This Ordinance shall become effective January 1, 2018.

Ratified in City Council this _____ day of _____ in the Year
of Our Lord, 2017, in the _____ Year of Independence of the
United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

ATTEST:

Vanessa Turner Maybank,
Clerk of Council



CITY OF CHARLESTON
Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, SC 29401






ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Terry Coakley
Mailing Address: 8817 Saunders Lane Email: tcoakley@coakleywilliams.com
City/State/Zip: Bethesda, MD 20817
Telephone: _____ Work: _____ Cell: 301-343-7341
Contractor: Translations Design Contact/Number/Email Liz Baker (843) 367-7367

LIZ@TRANSLATIONSDESIGN.COM

DESCRIBE ENCROACHMENT

1. Description of encroachment: New construction built into drainage easement.
2. Method for securing: In ground - permanent
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
490 Island Park Drive Daniel Island, SC 29492 ; Lot 5A, Block P, Parcel F (FB-05A)
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.

 Fence
 Sprinkler Head
 Gate

RECEIVED BY PUBLIC SERVICES: M. Hedger DATE: 10/23/17

Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements will not be accepted.

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 21 day of October, 2017 by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Terrance C Coakley (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 490 Island Park Drive Daniel Island, SC 29492 Lot 5A, Block P, Parcel F (FB-05A) in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 272-13-02-005 During a design modification of new construction residence the home was mistakenly sited over the drainage easement. The hardship is this error was not caught until the foundation and framing is complete ("Encroachment"), and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Terry Coakley</u> <u>8817 Saunders Lane</u> <u>Bethesda, MD 20817</u>
Location of Encroachment <u>490 Island Park Drive Daniel Is, SC 29492</u>	

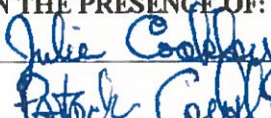

Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. Signature of Notary _____	THE CITY OF CHARLESTON BY: _____ Mayor/Director of Public Services Department Commission Expires _____
---	---

SIGNED AND DELIVERED IN THE PRESENCE OF:  _____ Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker. Signature of Notary _____	THE GRANTEE BY:  Grantee Terrance C Coakley Printed Name BAO THUAN LE NOTARY PUBLIC STATE OF MARYLAND My Commission Expires July 22, 2020 <u>July 22nd</u> / 2020 Commission Expires BAO THUAN LE NOTARY PUBLIC STATE OF MARYLAND My Commission Expires July 22, 2020
---	--

Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date _____

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____

TMS #272-13-02-001
DANIEL ISLAND COASTAL LLC



VICINITY MAP (NOT TO SCALE)

REFERENCES:

PLAT BOOK PAGE
C&P 3400
TMS #272-13-02-005

LEGEND:

- REMARK FOUND, AS DESCRIBED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- 47' SETBACK LINE
- 17' GENERAL UTILITY EASEMENT LINE
- DRAINAGE EASEMENT LINE

TMS #272-13-02-004
REYNOLDS CRAFT & B. BLAKE II SURVIVORSHIP

EXHIBIT B

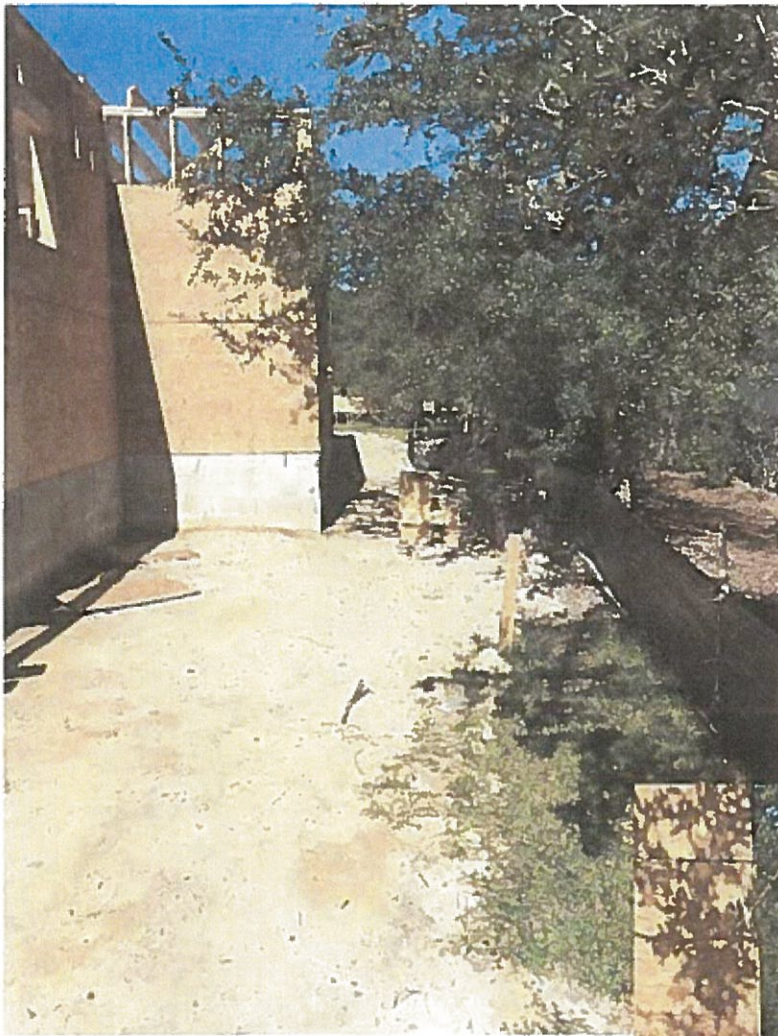
490 ISLAND PARK DRIVE DANIEL ISLAND, SC 29492

NOTES:

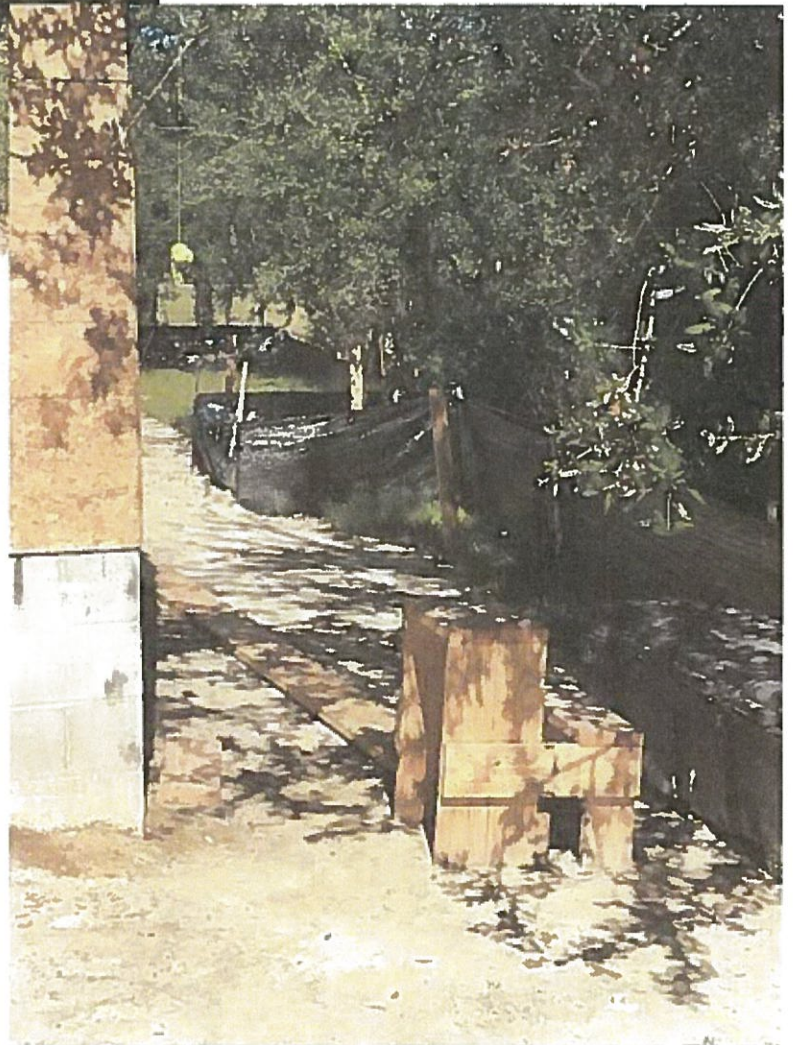
- ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
- AREA DETERMINED BY COORDINATE (GRID) METHOD.
- THE PLAT RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED TO RECORD THIS PLAT. ANY RECORDS NOT REFERENCED ON THIS PLAT ARE NOT PART OF THIS PLAT AND DO NOT CONSTITUTE A TITLE SEARCH.
- RELAYINGS ARE BASED ON PREVIOUS PLAT RECORDS.
- PLAT C&P (P. 3400) (C. 3400) (D. 3400).
- PROPERTY IS LOCATED IN PLAT ZONE 14, E. 17, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 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1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 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2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 212

EXHIBIT B

490 ISLAND PARK DRIVE
DANIEL ISLAND, SC 29492



Right side of home &
Drainage Easement



City of Charleston Report of Collections

Account No.	Check/Cash	Amount	Name	Location
22100044137	Check 1261	\$ 25.00	Translations Design, LLC	490 Island Park Dr
Total:		\$ 25.00		

I hereby certify that the total collections made by me amounted to:

Signed:

Marcella Hedegor, Dept. of Public Service-Admin

10/24/17
Date

Date _____

Received by City Treasurer:

INSPECTION WORKSHEET (ENCR-004091-2017)

Case Number: ENC2017-00074

Case Module: Permit Management

Inspection Date: 10/27/2017

Inspection Status: Needs Correction

Inspector: Mark Hooper

Inspection Type: Encroachment Other

Job Address: 490 Island Park Dr
Charleston, SC 29492

Parcel Number: B2721302005

Contact Type
Design Professional
Property Owner

Company Name
Translations Design Studio LLC

Name
Elizabeth Baker
Terry Coakley

Checklist Item	Passed	Comments
ENC-Recommendation by Deputy Director Operations: - Recommendation by Deputy Director Operations	True	
ENC-Other-Ordinance references - Authorization: Encroachments in General: Code of Ordinances of the City of Charleston-Chapter 28, Article III, Sections 36-55; Code of Ordinances of the City of Charleston-Chapter 27, Article I, Sections 1-39; Code of Ordinances of the City of Charleston-Chapter 27, Article II, Sections 85-98; Specific References - Stormwater Design Standards Manual - Open Channel Hydraulics - 3.7-9., Open Conveyances - 3.8.2	True	
ENC-Description/Comments/Recommendations: - Description/Comments/Recommendations	False	Permanent encroachment not allowed in drainage easement
ENC-Type of Maintenance: - Type of Maintenance	True	


Inspector 10-27-2017



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

November 3, 2017

Terry Coakley
8817 Saunders Lane
Bethesda, MD 20817

Subject: 490 Island Park Drive – installing New Construction built encroaching into drainage easement.

To Whom It May Concern:

The City of Charleston has reviewed your request to install new construction built into the drainage easement. We will not approve construction in drainage easement.

Thank you.

Sincerely,

Laura S. Cabiness, PE
Director of Public Service

LSC/bak



CITY OF CHARLESTON

Department of Public Service
Engineering Division
2 George Street, Suite 2100
Charleston, SC 29401

ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Sarah J Johnson

Mailing Address: 817 Stonefield Avenue

Email: sarahj.johnson@wowwoy.com

City/State/Zip: Charleston, South Carolina 29412

Telephone: 843-795-8040

Work: _____




Cell: 843-209-7070

Contractor: City of Charleston

Contact/Number/Email Dustin Clemons / City Legal

DESCRIBE ENCROACHMENT

1. Description of encroachment: Dirt Access Driveway partitioned off from the greenway by bollards
2. Method for securing: No securing required
3. Property description and address where encroachment is requesting to be placed (**Exhibit A**):
The encroachment is permitted to be located on the Northside of 73 Folly Road Blvd. (see Exhibit A)
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (**Exhibit B**) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. ✓ Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. ✓ Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.

 Fence
 Sprinkler Head
 Gate

RECEIVED BY PUBLIC SERVICES

Brian K. Kitchell

DATE: 10/26/17

Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and or agreements will not be accepted.

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on _____ day of _____, 20____ by and between The City of Charleston, a South Carolina Municipal Corporation (hereinafter referred to as "City") and _____ Sarah J. Johnson (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) The City of Greenway, located beside 73 Folly Road Blvd. (See Exhibit A and Exhibit B). in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: _____
a dirt access lane partitioned off from the Greenway by bollards installed by the City. ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City: Department of Public Service Engineering Division 2 George Street, Suite 2100 Charleston, South Carolina 29401	To Grantee: <u>Sarah J. Johnson</u> <u>817 Stonefield Avenue</u> <u>Charleston, South Carolina 29412</u>
Location of Encroachment <u>Northside of 73 Folly Road Blvd.</u>	


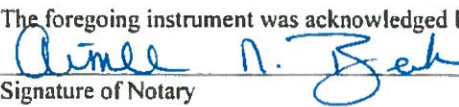
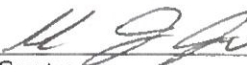
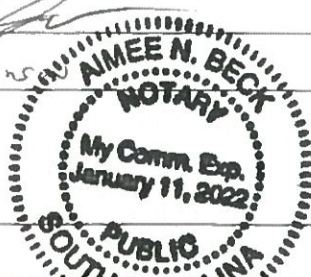
Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. **Applicable Law.** This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF: _____ Witnesses of the Mayor/Director of Public Services Department The foregoing instrument was acknowledged before me by its maker. Signature of Notary _____	THE CITY OF CHARLESTON BY: _____ Mayor/Director of Public Services Department Commission Expires _____
---	---

SIGNED AND DELIVERED IN THE PRESENCE OF:  _____ Witnesses of Grantee's Signature The foregoing instrument was acknowledged before me by its maker.  Signature of Notary _____	THE GRANTEE BY:  Grantee <u>Sarah J. Johnson</u> Printed Name <u>1/11/2022</u> Commission Expires 
--	--

Committee on Public Works Decision

☐

Approved

☐

Disapproved

Date _____

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____

RECEIPT (TRC-059989-26-10-2017)

BILLING CONTACT

sarah johson
sarah johnson



City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

Reference Number	Fee Name	Transaction Type	Payment Method	Amount Paid
------------------	----------	------------------	----------------	-------------

73 Holly Road

ENC2017-00077	Encroachment Permit Application Fee	Fee Payment	Check #1173	\$25.00
	Engineering Penalty Fee	Fee Payment	Check #1173	\$5.00
	Engineering Penalty Fee	Fee Payment	Check #1173	\$5.00
	Engineering Penalty Fee	Fee Payment	Check #1173	\$5.00
SUB TOTAL				\$40.00

TOTAL \$40.00

INSPECTION WORKSHEET (ENCR-004335-2017)

CITY OF CHARLESTON, SC

Permit Center - 2 George St - Charleston, SC 29401

Case Number: ENC2017-00077

Case Module: Permit

Inspection Date: 10/31/2017

Inspection Status: Passed

Inspector: Mark Bublitz

Inspection Type: Encroachment Other

Job Address: 73 FOLLY ROAD BLVD
Charleston, SC 29407

Parcel Number: C4211100037

Contact Type

Company Name

Name

Contractor

[sarah johnson] johson, sarah

Checklist Item

Passed

Comments

ENC-Description/Comments/Recommendations: -
Description/Comments/Recommendations

YES

This greenway is in a CWS Utility easement. Found no obstacles to
rock drive at its entrance.



Bublitz, Mark (Inspector)

12

Untitled Map

Write a description for your map.

73 Folly Rd Blvd

Legend

- 73 Folly Rd Blvd
- South Windermere Sidewalk

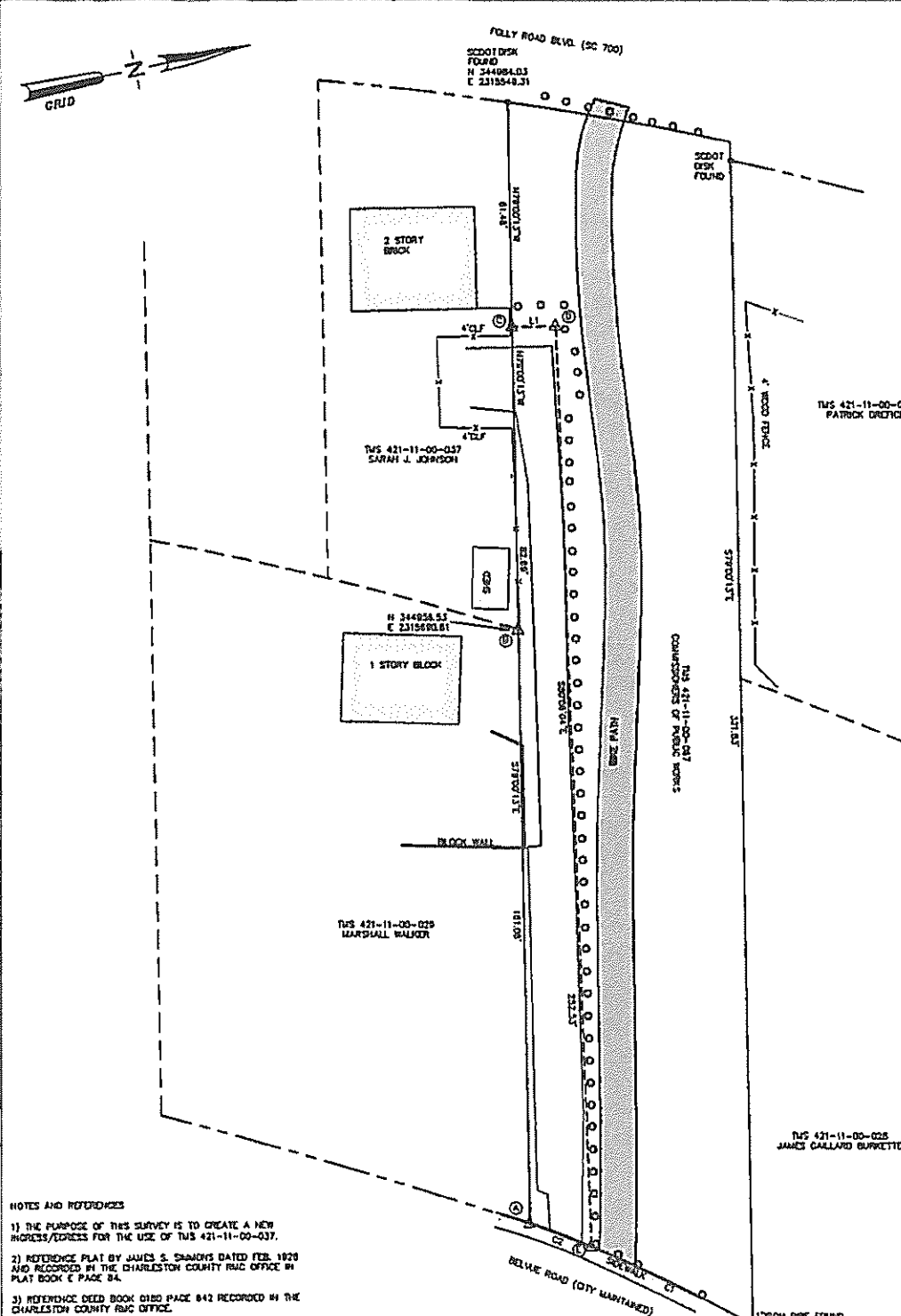
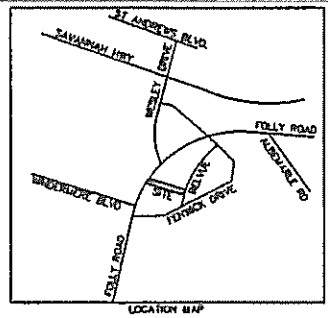
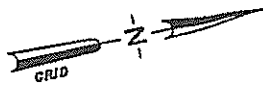
EXHIBIT

A

tabbles

100 ft

27



- NOTES AND REFERENCES
- 1) THE PURPOSE OF THIS SURVEY IS TO CREATE A NEW EGRESS/EGRESS FOR THE USE OF TMS 421-11-00-037.
 - 2) REFERENCE PLAT BY JAMES S. SHAWNS DATED FEB. 1920 AND RECORDED IN THE CHARLESTON COUNTY REC OFFICE IN PLAT BOOK C PAGE 84.
 - 3) REFERENCE DEED BOOK 0180 PAGE 842 RECORDED IN THE CHARLESTON COUNTY REC OFFICE.

LEGEND

○ - GUARD POST
△ - COMPUTED POINT
□ - CHAIN LINK FENCE

CURVE TABLE					
CURVE	LENGTH	RADIUS	TANGENT	CHORD DIST	CHORD
C1	48.72	358.79	24.39	517.51 FT	48.68
C2	17.83	358.79	8.93	517.51 FT	17.83

LINE	LENGTH	BEARING
L1	11.81	S16°59'47"W

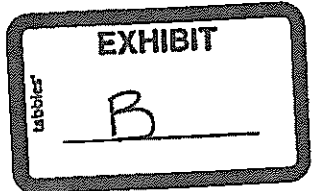
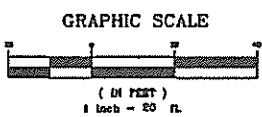
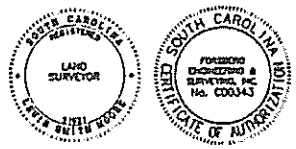


EXHIBIT SHOWING
NEW VARIABLE WIDTH
INGRESS/EGRESS EASEMENT
FOR TMS 421-11-00-037 AS DEFINED BY
A-B-C-D-E-A (3,500 SQ.FT.)
CITY OF CHARLESTON CHARLESTON COUNTY, S.C.
SCALE 1"=20' JUNE 14, 2017

FORSBERG ENGINEERING AND SURVEYING, INC.
1887 SAVANNAH HIGHWAY SUITE B
P.O. BOX 20078
CHARLESTON, SOUTH CAROLINA 29417
(843) 671-2622 FAX (843) 671-6760
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

Date: November 3, 2017

Sarah J Johnson
817 Stonefield Avenue
Charleston, South Carolina 29412

Subject: 73 Folly Road Blvd. – The encroachment is permitted to be located on the Northside of 73 Folly Road Blvd. Dirt access driveway partitioned off from the greenway by bollards.

To Whom It May Concern:

Enclosed is your executed copy of the above referenced encroachment agreement with the City of Charleston.

Thank you.

Sincerely,

Laura S. Cabiness, PE

Enclosure

LSC/bak



Ratification
Number _____

AN ORDINANCE

TO AMEND ORDINANCE 1996-008 (DILL TRACT PUD MASTER PLAN & DEVELOPMENT GUIDELINES) BY AMENDING THE PERMITTED USES FOR THE DILL TRACT LOW DENSITY RESIDENTIAL DISTRICT TO ALLOW NOT-FOR-PROFIT OFFICE AS A PERMITTED USE. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the ordinance adopting the original Dill Tract Planned Unit Development Master Plan and Development Guidelines be amended by inserting the following text at the end of the section titled, "Zoning Districts":

"In the Dill Tract Not for Profit Office District, use as office space by non-profit institutions that are able to provide documentary evidence of their tax-exempt status under the regulations of the U.S. Internal Revenue Service. This permitted use will be in addition to the other uses permitted in the 'Dill Tract Low-density Residential District', as previously defined in the 'Development Guidelines for Dill Tract.'

In addition to the requirements listed above, non-profit-office uses in the Dill Tract Not for Profit Office District shall comply with current City of Charleston Zoning Ordinance requirements for the "General Office" zoning district, except that residential uses in conflict with the "Dill Tract Not for Profit Office District" as referenced above are not permitted."

Section 2. The Dill Tract Planned Unit Development Master Plan and Development Guidelines be amended for property described as follows:

A portion of property located on George Griffith Boulevard (TMS# 337-00-00-467).

Section 3. To include the attached amended map indicating the portion of the property in the Dill Tract Planned Unit Development Master Plan to be included in the 'Dill Tract Low-density Residential District'

Section 4. This Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day
of _____ in the Year of
Our Lord 2017, in the ____ Year of
Independence of the United States of
America.

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Attest: _____
Vanessa Turner Maybank
Clerk of Council

Ordinance Amendment & Rezoning

George Griffith Blvd (Dill Tract PUD - James Island)

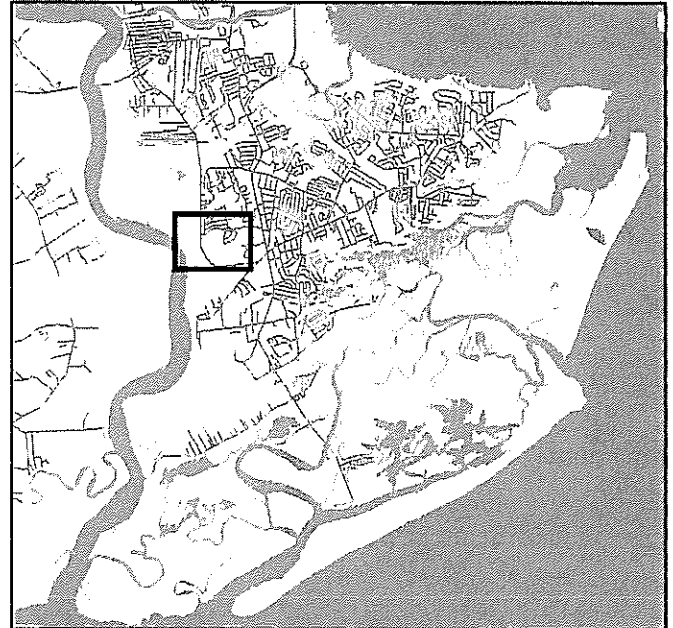
TMS# 3370000467 (a portion)

approx. 21.53 ac.

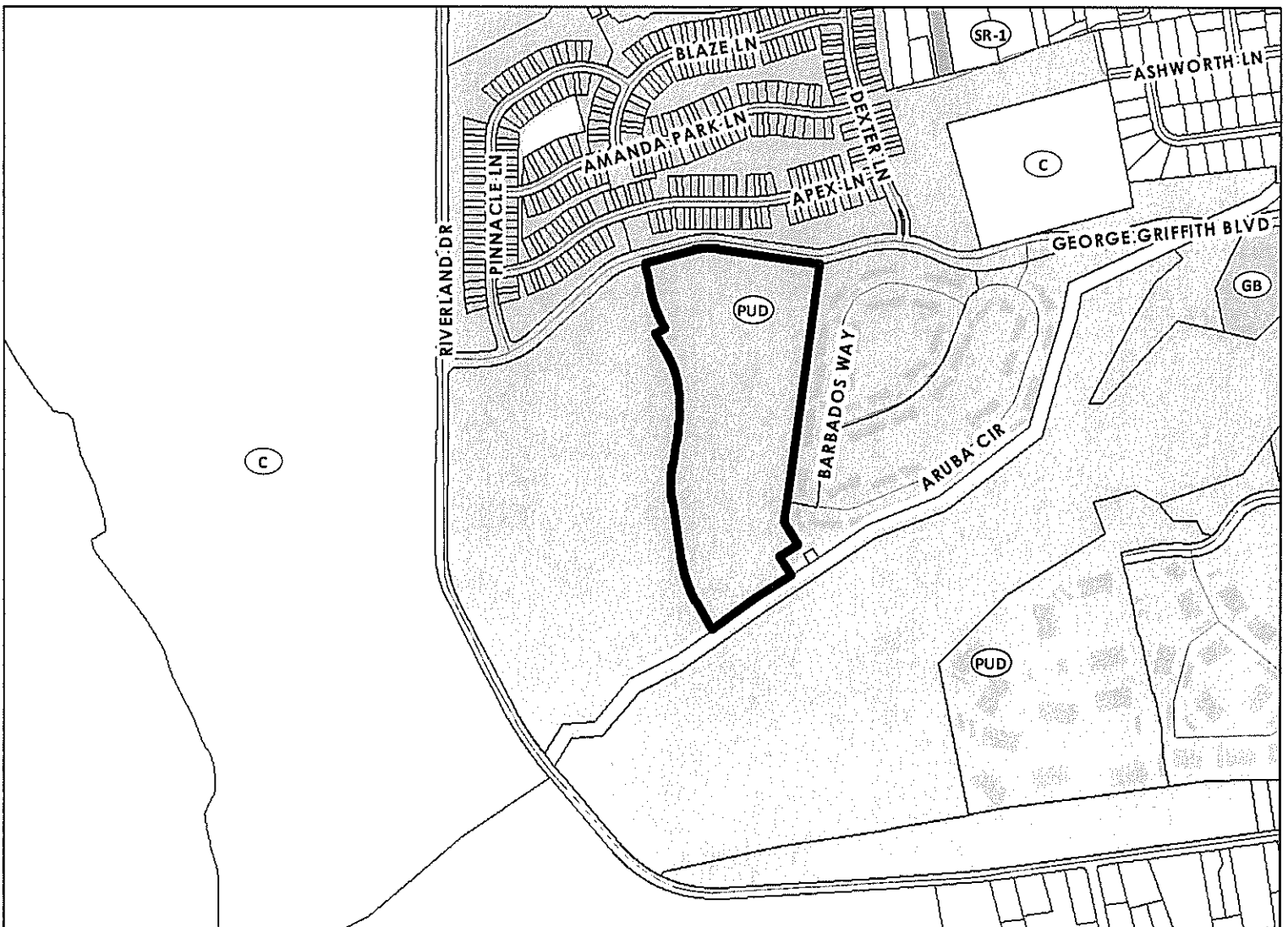
Request amendment to ordinance 1996-08
(Dill Tract PUD Master Plan & Development Guidelines)
by amending the permitted uses for the Dill Tract
Low Density Residential District to allow
not-for-profit office as a permitted use.

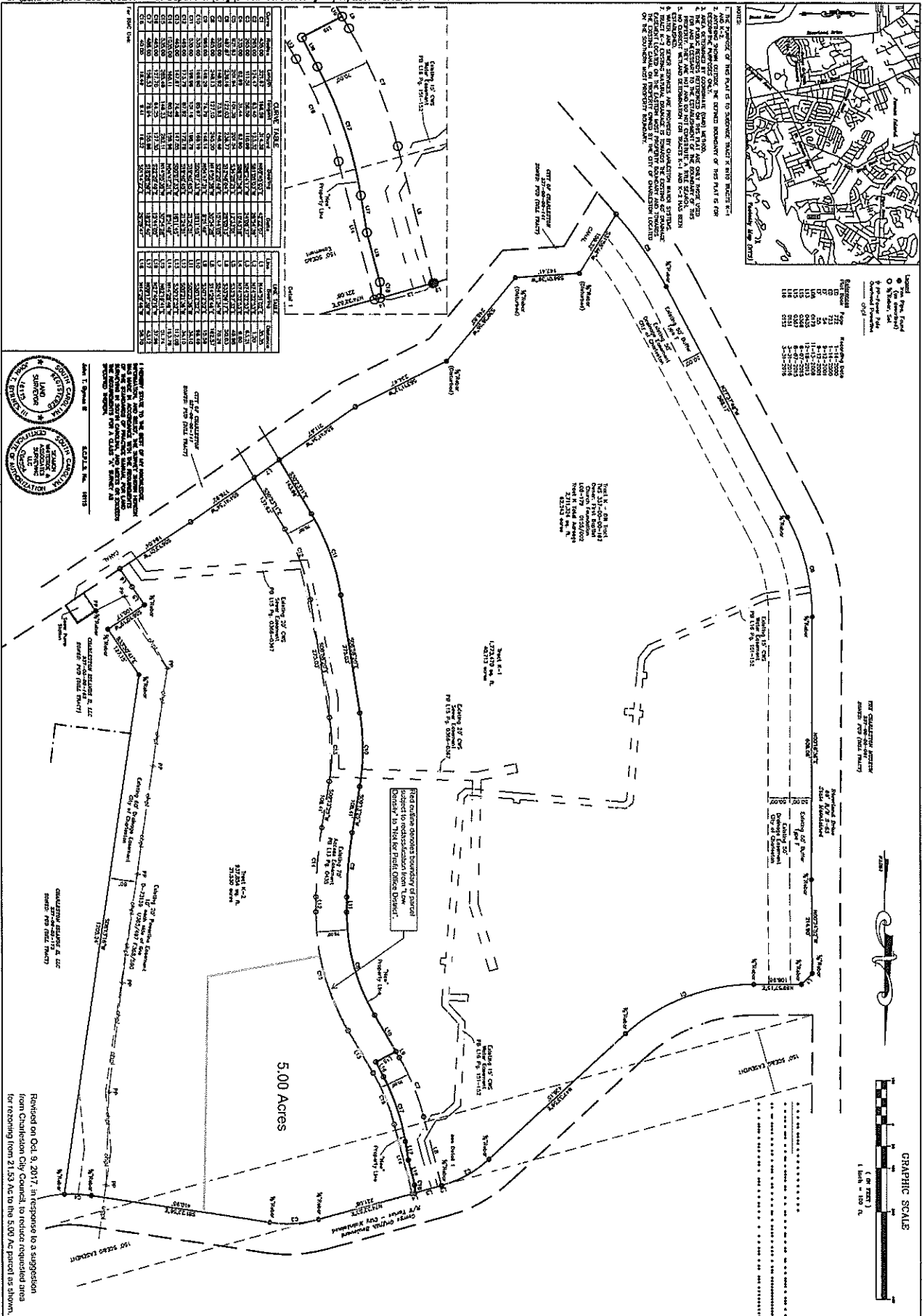
Owner: First Baptist Church Foundation
Applicant: Seamon Whiteside & Assoc. Inc.

Area

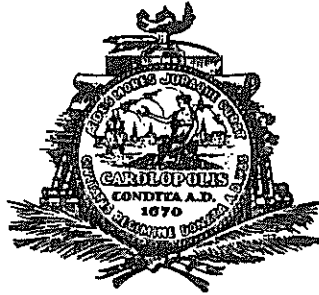


Location





L1.)



Ratification
Number _____

A N O R D I N A N C E

TO AMEND THE ZONING ORDINANCE OF THE CITY OF CHARLESTON BY CHANGING THE ZONE MAP, WHICH IS A PART THEREOF, SO THAT PROPERTY LOCATED ON BEES FERRY ROAD (WEST ASHLEY) (APPROXIMATELY 17.13 ACRES) (A PORTION OF TMS #286-00-00-040) (COUNCIL DISTRICT 5), BE ZONED LIMITED BUSINESS (LB) CLASSIFICATION. THE PROPERTY IS OWNED BY JULIA E. BRADHAM ET AL.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Zoning Ordinance of the City of Charleston be, and the same hereby is amended, by changing the zone map thereof so that the below described property shall become a part thereof:

property located on Bees Ferry Road (West Ashley) (approximately 17.13 acres) (a portion of TMS #286-00-00-040)

Section 2. That the said parcel of land described above shall be zoned Limited Business (LB) classification.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord _____, in the _____ Year of Independence of the United States of America.

By:

John J. Tecklenburg
Mayor, City of Charleston

Attest:

Vanessa Turner Maybank
Clerk of Council

Zoning

Bees Ferry Road (West Ashley)

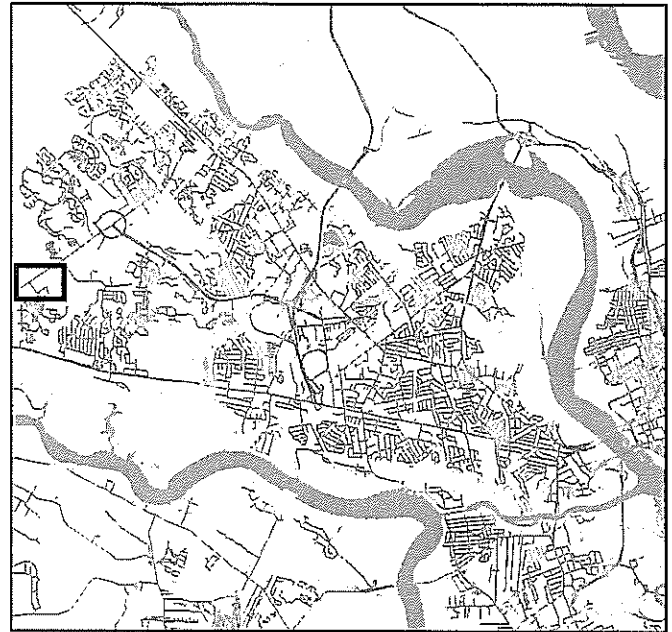
TMS# 2860000040 (a portion)

approximately 17.13 ac.

Request zoning of Limited Business (LB).
Zoned Industrial (I) in Charleston County.

Owner: Julia E. Bradham et al.

Area



Location

